

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Mark A. Kutney, AICP, Development Services Director/(954) 797-1101

PREPARED BY: David M. Abramson, Acting Deputy Planning and Zoning Manager

SUBJECT: Developer's Agreement, DA 5-1-07, Whispering Pines Residential Association / Generally located along eastern portion of Southwest 33rd Place, between Southwest 130th Avenue and Southwest 131st Terrace

AFFECTED DISTRICT: District 4

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE WHISPERING PINES RESIDENTIAL ASSOCIATION INC. FOR THE PLACEMENT OF MONUMENT SIGNS AND REQUIRED LANDSCAPING WITHIN THE TOWN'S RIGHT-OF-WAY; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: Whispering Pines Residential Association Inc. requests to replace existing monument signs and provide the required landscaping within Town of Davie right-of-way for Southwest 33rd Place as part of a main entrance improvement plan.

The location of the proposed monument signs should not affect current sight visibility, for the Town's Engineering Division has reviewed and released this request. Additionally, an existing equestrian trail, parallel to Southwest 130th Avenue, running perpendicular to Southwest 33rd Place shall not be affected by this request.

Should the Town of Davie require any road improvements within the said right-of-way , Whispering Pines Residential Association Inc. shall agree to remove the proposed monument signs and landscaping at their expense.

PREVIOUS ACTIONS: n/a

CONCURRENCES: n/a

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S):

Staff finds that the application is complete and suitable for transmittal to Town Council for consideration.

Attachment(s):

Resolution, Exhibit, Future Land Use Map, Zoning and Aerial Map

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE WHISPERING PINES RESIDENTIAL ASSOCIATION INC. FOR THE PLACEMENT OF MONUMENT SIGNS AND REQUIRED LANDSCAPING WITHIN THE TOWN'S RIGHT-OF-WAY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the properties located at the north and south sides of the entrance of Southwest 33rd Court, Davie, Florida, which is legally described hereto as Exhibit; and

WHEREAS, Whispering Pines Residential Association Inc. desires to remove two (2) sign monument signs and erect and maintain two (2) new monument signs in the same location as existing signs within the Town of Davie right-of-way for Southwest 33rd Place; and

WHEREAS, Whispering Pines Residential Association Inc. desires to preserve existing landscaping during the erection of the new monument signs and replace and provide required landscape for monument sign as per Town of Davie Land Development Code.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit.

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007.

Exhibit (*Developer's Agreement, Plat, and Plans*)

DEVELOPER'S AGREEMENT

The parties to this Developer's Agreement (Agreement), being the Town of Davie, a political subdivision, 6591 Orange Drive, Davie, Florida 33314 (Town) and Whispering Pines Residential Association, Inc., a Florida non-for-profit- corporation whose principal place of business is 13551 SW 34th Ct., Davie, Florida, 33330 (Pines), in exchange for the mutual covenants and promises contained in this Agreement, do agree as follows:

WHEREAS, the property located at the North and South sides of the entrance of 33rd Place at 130th Avenue, Davie Florida, which is legally described as follows:

See Legal Description attached and made a part hereof

And more fully described in the "Main Entrance Improvement Plan" attached hereto and made a part hereof (Property) is located within the Town's Right of Way; and

WHEREAS, Pines desires to remove the existing two (2) sign panels and erect and maintain two (2) new monument signs in same location as existing sign panels, and to remove and preserve existing landscaping during erection of new monument sign panels and replace and maintain preserved existing landscaping upon completion of new monument sign panels,

WHEREAS, Pines requires permission of the Town to install and maintain said replacement monument signs on said Property,

NOW, THEREFORE, the parties to this Agreement do hereby covenant and forever bind themselves as follow:

1. The Town grants Pines permission to remove the existing two (2) sign panels and erect and maintain two (2) new monument signs in same location as existing sign panels, and to remove and preserve existing landscaping during erection of new monument sign panels and replace and maintain preserved existing landscaping upon completion of new monument sign panels,
2. Pines will at all times maintain said monument signs, and landscaping on the Property, will acquire permits to do so and agrees that the signs and landscaping will conform to code.

3. Pines will indemnify and hold harmless the Town (and its officers, agents, representatives, and employees) from any and all actions, causes of action, claims or any liabilities whatsoever incurred now or in the future as a result of any injury, death or property damage because of the existence, placement, installation, use and/or maintenance of said signs and landscaping.
4. The parties to this Agreement agree that if, in its sole judgment, the Town deems at any time said signs and landscaping are not being maintained or used in a manner consistent with the terms of this Agreement, or if in its sole judgment the Town determines that it must move or tear down the signs and landscaping, the Town has the unilateral right to replace, repair or remove any such signs and landscaping at the sole discretion of the Town. All costs associated with the removal, replacement or repair of the signs and landscaping will be borne exclusively by Pines.
5. The Town shall retain the right to go upon the property at all times and for any purposes whatsoever.
6. This Agreement shall not be effective until it has been executed by all parties.

(signatures to this Agreement are on the following pages)

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement
on the ____ day of _____, 2007

Town of Davie

WITNESSES:

ATTEST:

Town Clerk

TOWN OF DAVIE

By: _____
Mayor -Council Member

By: _____
Town Administrator

____ day of _____, 2007

APPROVED AS TO FORM:

State of Florida)

:SS:

County of Broward)

SWORN TO AND SUBSCRIBED before me this ____ day of _____,
2007, by _____, Mayor of the Town of Davie, who is
personally known to me or who produced _____ as identification
and who did/did not take an oath.

WITNESS my hand and seal in the County and State stated above, this ____ day of
_____, 2007.

My Commission Expires:

Notary Public

Whispering Pines Residential Association, Inc.

WITNESS:

**WHISPERING PINES RESIDENTIAL
ASSOCIATION, INC.**

By: _____
Sanford Marks, President

State of Florida)
 :SS:
County of Broward)

SWORN TO AND SUBSCRIBED before me this _____ day of _____,
2007, by _____, Mayor of the Town of Davie, who is
personally known to me or who produced _____ as identification
and who did/did not take an oath.

WITNESS my hand and seal in the County and State stated above, this ____ day of
_____, 2007.

My Commission Expires:

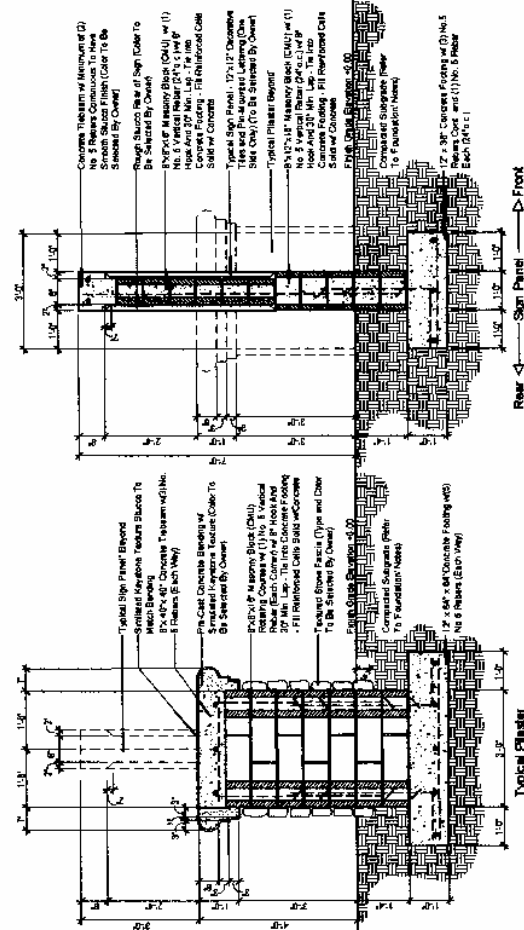
Notary Public

Whispering Pines Main Entrance Improvements
Centerline Homes Inc., - Broward County, Florida

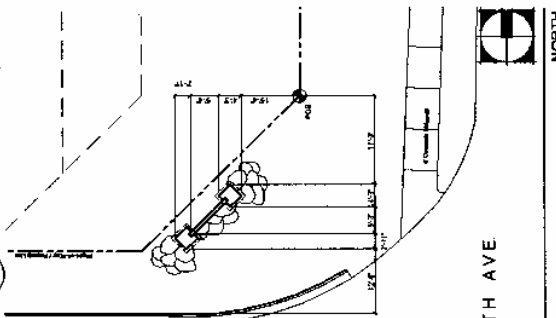
Entrance Sign Panel Layout Plan and Details

meet:

1

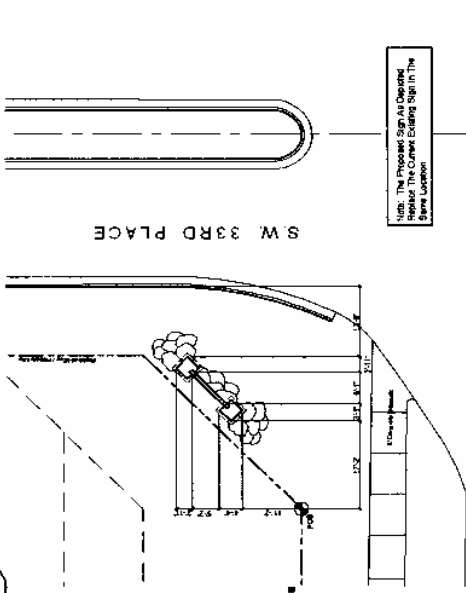


Typical Pilaster and Sign Panel Detail

Scale $3/4" = 1'-0"$ [illegible]

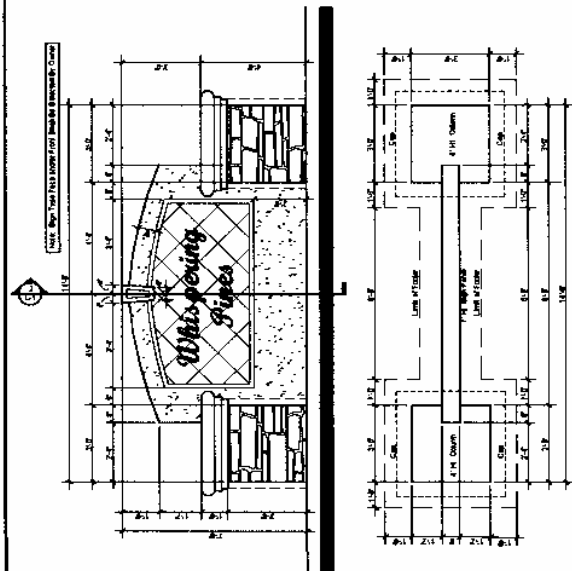
Entrance Sign Panel Layout Plan

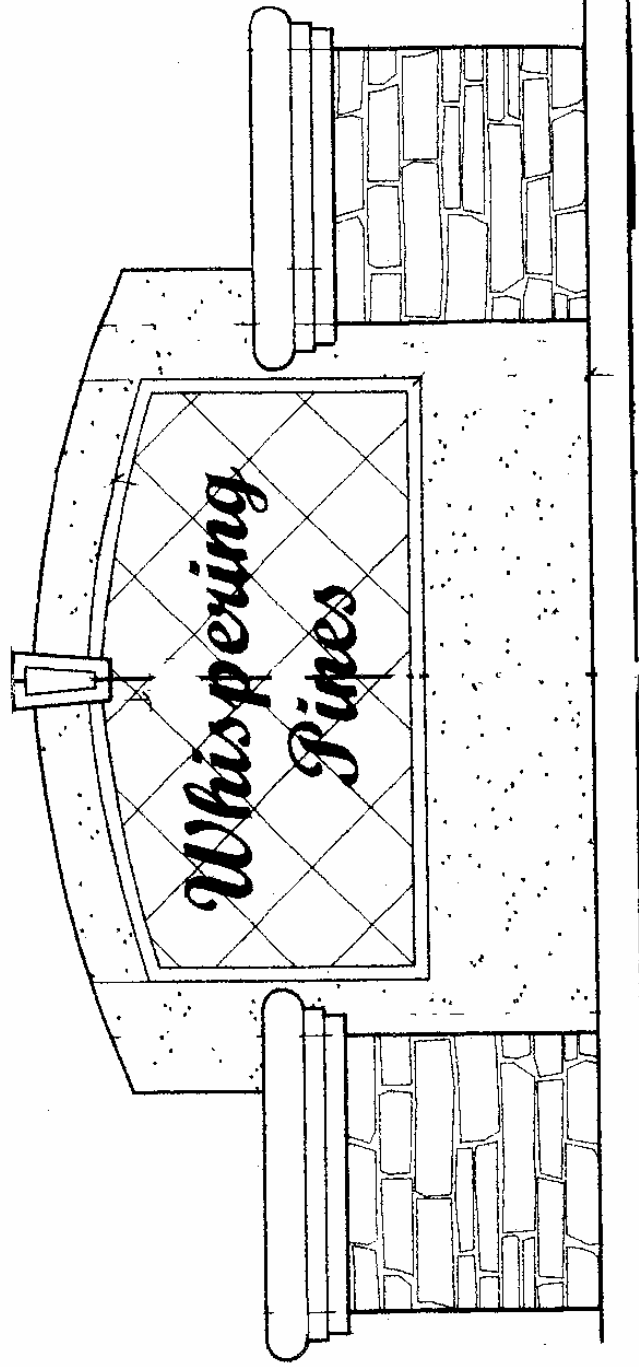
Scale 1° = 10'



Sign Panel Layout Plan and Elevation

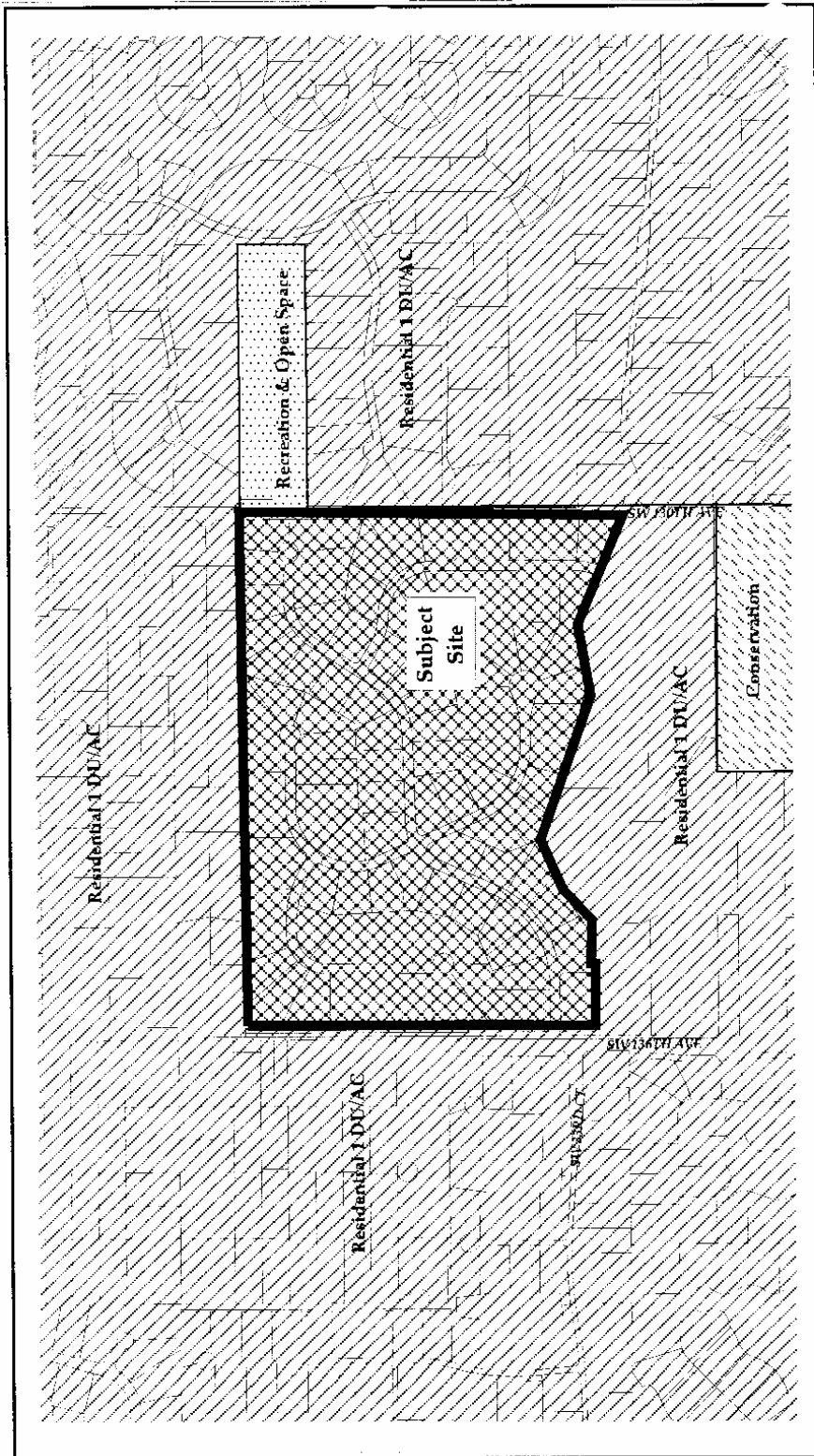
Scale 1/2" = 1'-0" (Typical) Each Side Of Entrance)





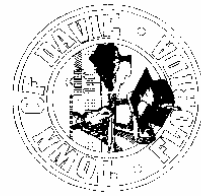
Whispering Pines Main Entrance Improvements

Attachment (*Future Land Use Plan Map*)

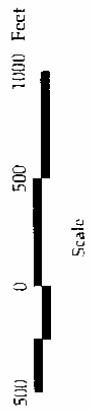


Developer's Agreement
Whispering Pines
Future Land Use Map

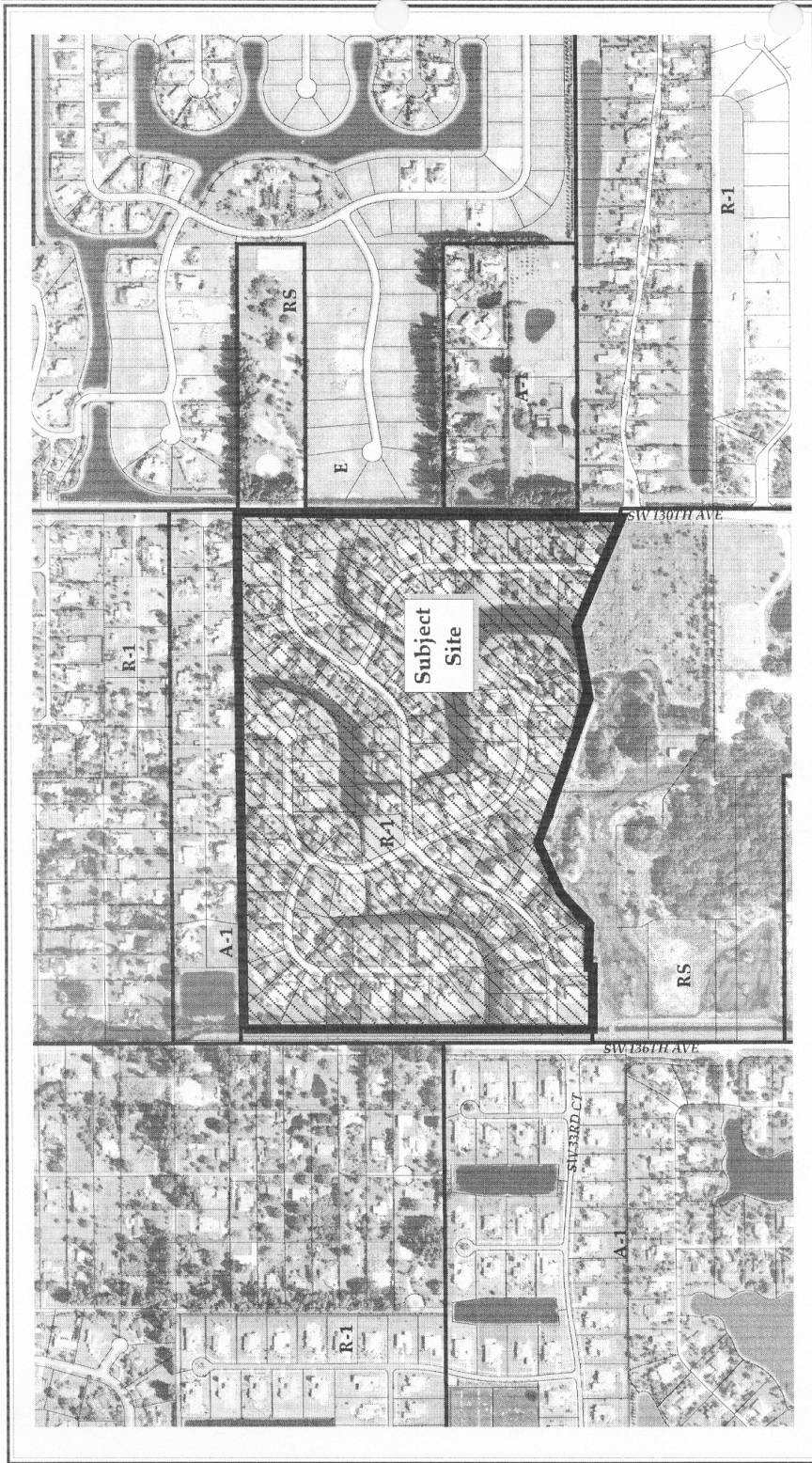
Prepared By: D.M.A.
Date Prepared: 6/22/04



The Town of Davie
Development Service Department
Planning & Zoning Division



Attachment (Zoning and Aerial Map)



The Town of Davie
Development Service Department
Planning & Zoning Division



Developer's Agreement
Whispering Pines
Subject Site, Zoning, Aerial Map

Prepared By: D.M.A.
Date Prepared: 6/22/04